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APR 28 1972 4 10 PM
INTERSTATE COMMERCE COMMISSION

A-8017
A- 171
Counterpart No. 7 of 10

RELEASE AND BILL OF SALE

WHEREAS, under the terms of CONDITIONAL SALE AGREEMENT dated as of January 20, 1972, between HARRIS TRUST AND SAVINGS BANK, an Illinois corporation (hereinafter called "Bank") and CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation (hereinafter called "Railway"), Bank agreed to sell and Railway agreed to buy eighteen (18) Diesel Locomotives, 1500 H.P. F-7 type, Railway Nos. 245 to 260, both inclusive, 329 and 330, (hereinafter referred to as "Equipment"); and

WHEREAS, by "Statement of New Number", executed by Railway on April 27, 1972, Railway No. 260 was changed to Railway No. 331; and

WHEREAS, effective June 1, 1972, Railway assigned all of its interest in said Conditional Sale Agreement and the Equipment to CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation (hereinafter included in the term "Railway"); and

WHEREAS, Bank has received from Railway full payment of all indebtedness in respect to the purchase price of the Equipment due under said Conditional Sale Agreement and the conditions and obligations of Railway with respect to the Equipment have been satisfied in full;

NOW, THEREFORE, Bank, in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Railway, the receipt whereof is hereby acknowledged, DOES HEREBY SELL, ASSIGN, TRANSFER, AND SET OVER TO CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY the Equipment, TO HAVE AND TO HOLD the Equipment unto CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, its successors and assigns forever, free and clear of all liens, encumbrances and security interests created by or arising under the aforementioned Conditional Sale Agreement.

Bank does hereby covenant that it has not done anything whereby the Equipment hereby conveyed is or may be in any manner encumbered or charged; that the Equipment is free and clear of all liens and encumbrances of every kind and nature whatsoever created by Bank or arising out of any act, obligation or liability on its part. The Bank hereby authorizes removal from the Equipment of any and all ownership plates and other markings of Bank.

IN WITNESS WHEREOF, HARRIS TRUST AND SAVINGS BANK,
acting in accordance with the terms and conditions of the afore-
mentioned Conditional Sale Agreement has caused this instrument
to be executed in its corporate name by one of its Vice Presidents
and its corporate seal to be hereunto affixed and attested by its
Assistant Secretary this 16th day of April A.D., 1976.

HARRIS TRUST AND SAVINGS BANK


Vice President

ATTEST:


Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, G. E. Anthony, a Notary Public
duly commissioned and qualified in and for the County and State
aforesaid and residing therein DO HEREBY CERTIFY that Frederic L. Webber and R. G. Mason, to me personally
known and known to me to be, respectively, a Vice President
and a Assistant Secretary of Harris Trust and Savings Bank and
the identical persons whose names are subscribed to the fore-
going instrument appeared before me this day in person, and
being first duly sworn by me, severally acknowledged to me that
they are, respectively, a Vice President and a Assistant
Secretary of said corporation; that as such officers they
signed, sealed and delivered said instrument in behalf of said
corporation by authority and order of its Board of Directors as
the free and voluntary act and deed of said corporation, and as
their own free and voluntary act; that they know the seal of said
corporation; that the seal affixed to said instrument is the seal
of said corporation; and that said corporation executed said
instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal as such Notary Public, at Chicago,
Illinois this 16th day of April A.D., 1976.

G. E. Anthony
Notary Public

My Commission Expires May 3, 1978